JD–06–16
Austin, TX

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

SECURITY WALLS, LLC

and Case 16–CA–152423

INTERNATIONAL UNION, SECURITY POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFFA)

Jonathan Elifson, Esq.
for the General Counsel.
Milton D. Jones Esq., (Morrow, Georgia),
for the Respondent.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Austin, Texas on December 10, 2015. The International Union, Security, Police and Fire Professionals of America filed the charge on May 14, 2015. The General Counsel issued the complaint on September 29, 2015.

Respondent, Security Walls, LLC, employs the security guards at an Internal Revenue Service facility in Austin, Texas under contract. On March 1, 2014 Respondent succeeded another contractor, which had a collective bargaining agreement with the Union. Security Walls declined to adopt its predecessor's collective bargaining agreement.

On September 1, 2015, a collective bargaining agreement between Respondent and the Union went into effect. However, in April 2015, several months earlier, Respondent suspended and discharged 3 security guards who were members of the bargaining unit without giving the Union prior notice or offering it an opportunity to bargain over the discharges. The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) in doing so. The General Counsel relies in part on the rationale in *Alan Ritchey,* 359 NLRB No. 40 (2012), a decision invalided by the Supreme Court due to the composition of the Board at the time.

In the alternative, the General Counsel alleges that Respondent violated Section 8(a)(5) and (1) by unilaterally disregarding its generally progressive discipline policy.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, a limited liability company based in Tennessee, provides security and private investigation services. One of its places of business is the IRS facility in Austin, Texas. During the calendar year ending of August 31, 2015, Respondent performed services valued in excess of $50,000 outside of Texas. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Respondent replaced the predecessor contractor at the IRS facility on March 1, 2014. It declined to adopt its predecessor's collective bargaining agreement with the Union. Contract negotiations took place on August 6, 2014 and a number of articles were tentatively agreed upon. One of those tentative agreements concerned a grievance and arbitration procedure (Article XIV). Another tentative agreement concerned discharge and discipline. However, a complete collective bargaining agreement did not become effective until September 1, 2015. There is no evidence that the parties agreed to an interim grievance procedure between August 2014 and September 2015.

The incident of April 15, 2015

On April 15, 2015 security guard Jason Schneider relieved guard John Klabunde for a break at about 2:00 p.m. at Klabunde's post by the visitor center for the facility (designated post B-1). Both the relieving guard and the relieved guard must sign in and out of a log book. Apparently Klabunde made an error in signing out. While he and Schneider were attempting to correct the error, a woman, who was not authorized to enter the facility, walked between the exit arm for cars leaving the facility and a fence, and entered the facility without being detected by either Schneider or Klabunde.

The next day Respondent suspended both guards.

The incident of April 22, 2015

On April 22, 2015, guard Christopher Marinez, who normally worked at night, worked the day shift. At about 2:00 p.m. Respondent moved Marinez to the B-1 post by the Visitor's Center. Marinez decided that his chair was too low to afford him a clear view of the area for which he was responsible. While Marinez adjusted his chair a woman and a child, who were not

authorized to enter the facility, walked by his post undetected. Respondent suspended Marinez the same day.

Despite the fact that there was no contractual grievance procedure in place, the Union's Chief Steward, Orlando Marquez filed a grievance on April 23, demanding reinstatement and back pay for all three guards.

April 28, 2015 Meeting

On April 28, Schneider, Klabunde and Marinez were summoned to a meeting with site supervisor Frederico Salazar. Salazar handed the 3 guards some documents and told the 3 that they had been terminated. Scott Carpenter, Respondent's project manager for the IRS contract, had investigated the two incidents and prepared a report recommending the termination of the 3 guards. Carpenter's report is most likely the paperwork given the guards since there is no other documentation in this record pertaining to the terminations. Carpenter did not attend the April 28 meeting. Chief Union Steward Orlando Marquez was present at this meeting. There was no negotiation about the discipline imposed.

Facts pertaining to the alleged unilateral change

On April 25, 2014, a year before the suspensions in this case, Respondent adopted, unilaterally it appears, a disciplinary policy which applied to all Security Walls personnel on contract TIRMS-14-C-0001. This is the contract that applies to the guards working at the Austin IRS facility, G.C. Exh. 3; R. Exh. 8. This discipline policy states on its face that it supersedes all other policies concerning discipline.

This policy provides generally for a progressive discipline system. However, it specifies a number of violations for which a guard may be terminated immediately upon a first offense. These violations are: refusal to cooperate in an investigation, sleeping on duty, sexual activities on the job, falsification, unlawful concealment, removal, mutilation, destruction of any official document or record or concealment of material facts by willful omission from official documents, records or statements.

The incidents for which guards Schneider, Klabunde and Marinez were fired fit into none of categories for which a guard could be fired immediately upon a first offense. In a category entitled "violation of written rules, regulations or policy," a violation resulting in a breach of security could result in a 2-day suspension, or termination based on previous offenses. There is no evidence that Schneider, Klabunde or Marinez had any offenses prior to April 2015. Thus applying Respondent's disciplinary policy in effect in April 2015, they could not have been terminated.

The Performance Work Statement

Respondent, however, contends that it was entitled to terminate Schneider, Klabunde and Marinez pursuant to the Performance Work Statement (PWS), Exh. R-1, which spells out its obligations to the IRS. Security Walls contends this document takes precedence over its disciplinary policy. However, the PWS was posted at the IRS facility on March 1, 2014; thus the

disciplinary policy on its face supersedes it with regard to discipline. Respondent cites to the following sections of the PWS:

> Section 6.4.4 (page 58): The contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behavior or conditions are cause for immediate removal from performing on the contract.
>
> Section 6.4.4.2: Violations of Federal Management Regulations, Subpart C, *Conduct on Federal Property* (41 CFR 102-74) (see Section J, Exhibit 7).
> Section 6.4.4.21: Neglecting duties by sleeping while on duty, failing to devote full-time and attention to assigned duties…or any other act that constitutes neglect of duties…

Failure to abide by the Performance Work Statement, can under some circumstances, result in Security Walls losing its contract with the IRS.

Email exchange between IRS and Security Walls

IRS' representative monitoring Respondent's performance on this contract was John Sears. When he learned of the second security breach within a week of the Visitor's Center post by Marinez, Sears exchanged emails with Scott Carpenter, Security Walls' project manager.

> **From:** Sears John D.
> **Sent**: Thursday, April 23, 2015 9:04 AM
> **To**: Scott Carpenter
> **Subject**: FW: Unauthorized Access
> Good Morning Scott:
>
> De-ja-vu. Hopefully this one will not get all the way to the campus director. None the less, it was another security breach but luckily control center was on top of it. I will review available footage this morning on this and let you know what we see. Fred had indicated that you would be in town tomorrow?
>
> It was brought to my attention yesterday that moral (sic) has taken a hit because of the Schneider and Klabunde suspensions. Ultimately, I hope that SW will adopt an effective system of discipline for these types of violations and deter them from happening. But guards who commit a serious offenses (sic) like carelessly permitting a security breach or falsifying daily log reports to reflect patrols that were not being done, must understand that those are fireable offense and warrant more than a slap-on-the wrist "verbal counseling" or "written counseling". First offense or not!
>
> Each month when I sign off on payment for services, I own that responsibility and everything that goes with it. I cannot accept substandard services and those associated with this contract need to understand that. If individual guards do not have the character and self-discipline to work at a federal installation and comply with the responsibilities associated, then they will need to be removed.

Hopefully we can make some significant progress when you come out here tomorrow. Unfortunately, some of them have just developed bad habits that is getting them into trouble.

From: Sears John D
Sent: Thursday, April 23, 2015 11:15 AM

To: Scott Carpenter
Subject: RE: Unauthorized Access

Scott, I just looked at footage from all available views.

Like the previous incident last week, it was a matter of the breach occurring when he turned his back momentarily to apparently adjust his chair. It was not a matter careless behavior, but officers working that post must be able to multi-task and recognize what's going on around them.

Again, I hope SW can address this so that guards are paying greater attention to details so we don't miss these types of incidents.

From: Scott Carpenter
Sent: Thursday, April 23, 2015 6:47 PM
To: Sears John D
Subject: RE: Unauthorized Access

Thank you, John.

While I am concerned with morale, I am much more concerned with having officers who can perform the very basic duty they have, protection of the facility. These are, as you know, very serious violations on the standards of conduct and post a huge risk to the facility and all personnel on site. I will be there in the morning to review video of both incidents and finalize our internal investigation. Unfortunately, these officers neglected their most primary duty and we are very fortunate that we did not have an angry, armed person gain access.

I look forward to meeting with you tomorrow morning.

Scott

From: Sears John D
Sent: Friday, April 24, 2015 8:17 AM
To: Scott Carpenter
From: RE: Unauthorized Access

I agree Scott. Look forward to seeing you today.

John

While it appears that Sears could have demanded that the three guards be removed from the contract, there is no evidence that he did so.

On April 28, Site Supervisor Salazar summoned the 3 guards to a meeting and told them that they were terminated. On April 29, 2015, the day after Respondent terminated Schneider, Klabunde and Marinez, Ed Holt, Corporate Counsel at Security Walls sent the Union a letter titled "Response to Grievance regarding Officer Marinez," Exh. R-11.

Holt discussed the investigative report of project manager Scott Carpenter. Then he stated that Carpenter's recommendation did not state a final action or outcome. However, Site Supervisor Salazar had given the 3 officers papers signed by Scott Carpenter on the previous day (possibly Carpenter's April 24 investigative report) and told them that they were fired, Tr. 101-102. There are no other termination documents in this record or any evidence that the termination decision was made later than April 28.

Holt went on to say:

> As identified in Mr. Carpenter's recommendation, the alleged violations of Officers Marinez, Klabunde and Schneider all under the specifications of the PWS [Performance Work Statement], and are outside the conduct defined in Security Walls internal Disciplinary Action/Policy Statement as cited as the basis for the grievance. As such, the appropriate disciplinary action is neither specified in, nor controlled by company policy.
>
> As any disciplinary action in this case is based upon the provisions of the PWS, Officer Marinez has not been unjustly discriminated against, nor have his rights been "grossly violated" as alleged in the grievance.
>
> Based on the foregoing, Officers Marinez, Klabunde, and Schneider shall remain on suspension pending a final decision by Chief Manager Walls as to whether either of the officers has committed a violation of the Standards of Conduct set out in the PWS
>
> Security Walls awaits a response in three calendar days.

This is not an offer to bargain. Nor is it an offer to invoke the grievance procedure contained in the agreements tentatively agreed to in August 2014.

Chief Union Steward Orlando Marquez emailed Holt on May 3, demanding reinstatement and a make-whole remedy for the 3 officers. Marquez stated that if Security Walls did not respond to this demand, the Union would file unfair labor practice charges with the Board. Corporate Counsel Holt responded to the Union by stating that Site Supervisor Salazar did not have the authority to terminate the officers on April 28. However, there are no termination documents in this record apart from those given to the officers by Salazar on that date. Security Walls did not otherwise respond to the May 3 email and the Union filed the initial charge in this matter on May 14.

Analysis

Respondent violated Section 8(a)(5) and (1) by failing to bargain about the discharges of the 3 guards after the fact

I decline the General Counsel's invitation to apply the rationale of the *Alan Richey* decision until the Board adopts that rationale; I am bound by existing precedent. Moreover, even if the Board were to reaffirm its holding in *Alan Ritchey*, it must decide whether it will apply that rationale only prospectively, as it did in the 2012 decision or retrospectively.[1]

However, even under existing Board precedent, Respondent violated the Act. An employer has an obligation to bargain with the Union, upon request, concerning disciplinary matters, even if it has no obligation to notify and bargain to impasse with the Union before imposing discipline, *Fresno Bee,* 337 NLRB 1161, 1186-87 (2002); *Ryder Distribution Resources,* 302 NLRB 76, 90 (1991). This is certainly true when, as in this case, its existing disciplinary policy did not require termination, *Sygma Network Corp.,* 317 NLRB 411, 417 (1995). An employer's disciplinary system constitutes a term of employment that is a mandatory subject of bargaining, *Toledo Blade Co.,* 343 NLRB 385, 387 (2004). The Union filed a grievance of April 23, to which Respondent replied on April 29, R. Exh. 11. The Union replied to Respondent's letter on May 3 demanding the reinstatement of Schneider, Klabunde and Marinez.

While there was an exchange of emails between Respondent's counsel Holt and Chief Steward Marquez after May 3, Holt did not offer to bargain over the discharges or address the issues raised in Marquez's May 3 email. While the May 3 email may not constitute a formal demand for bargaining, it is sufficient to invoke Respondent's obligations to bargain. Thus, Respondent refused to bargain after imposing discipline and thus did not live up to its obligations under existing caselaw. On this basis alone, I find that Respondent violated Section 8(a)(5) and (1).

Respondent, in its Answer admitted that it exercised discretion in terminating the 3 guards, but at the same time appears to be arguing that the discharges were made pursuant to an established policy in the Performance Work Statement that mandated their discharges. To the contrary, I find that Respondent terminated these employees pursuant to a policy that had not existed prior to April 2015 and therefore violated Section 8(a)(5), *Great Western Produce,* 299 NLRB 1004 , 1005 (1990), revd. on other grounds in *Anheuser Busch, Inc.*, 351 NLRB 644 (2007).

Respondent violated the Act in unilaterally changing its discipline and discharge policy

Respondent's contention that it terminated the 3 guards pursuant to a valid established policy, i.e., the Performance Work Statement, is somewhat inconsistent with its admission that it exercised discretion in doing so. Respondent violated Section 8(a)(5) and (1) by unilaterally

[1] For the same reason I will not address the General Counsel's contention that Respondent is obligated to pay for discriminatees' expenses while searching for work.

changing its discipline policy by terminating 3 employees for a first offense not contemplated by its existing progressive discipline policy.[2]

It is clear Respondent did not have any policy that mandated the termination of a security guard on the first occasion that a security breach occurred on his or her watch until April 2015. Thus, this in fact was a unilateral change. The Performance Work Statement does not mandate such discipline. It leaves it up to the IRS contracting officer to decide whether to demand the removal of an employee from the contact. It also allows the contracting officer to require retraining, suspension or dismissal of any Contract employee deemed carless in the performance of his duties. Since neither John Sears, nor any other IRS official, demanded the removal of the three officers from the contract, or their termination, Respondent acting on its own, unilaterally determined that the three officers' conduct merited termination in violation of Section 8(a)(5).

What is also clear is that the 3 guards would not have been discharged if Respondent applied the progressive discipline policy it adopted in April 2014. Respondent, at page 9 of its brief, argues that this policy pertains only to ordinary misconduct, not gross misconduct. This is simply incorrect. By specifically mentioning offenses which are grounds for termination on a first offense, the policy clearly deals with "gross misconduct."

One quandary is that Respondent's unilateral adoption of the progressive discipline policy may also have been a violation of Section 8(a)(5). However, I do not see that as an impediment in finding a violation for another unilateral change. The progressive discipline policy was adopted on April 25, 2014. Respondent had bargaining obligations with regard to this Union beginning on March 1, 2014 and appears to have neglected these obligations in promulgating this policy.

On the other hand, the progressive discipline policy states on its face that it supersedes all other policies concerning discipline. Thus, by its terms the progressive discipline policy supersedes the Performance Work Statement, which was posted at the IRS facility in Austin on March 1, 2014, with regard to disciplinary matters. Moreover, regardless of whether or not Security Walls could disregard its progressive disciplinary policy, it did not have a policy mandating the termination of its guards for a first offense similar to those of Schneider, Klabunde and Marinez prior to April 2015. IRS' representative Sears was even unwilling to characterize their behavior as "careless" in his April 23 email to Scott Carpenter.

The Union did not waive its bargaining rights by not pursuing the grievance procedure set forth in the tentative agreements of August 2014

Normally in collectively bargaining negotiations, tentative agreements are not immediately binding on the parties, unless they specifically agree that is the case. Otherwise , they become operative only when a final collective bargaining agreement is reached, *Stroehmann Bakeries,* 289 NLRB 1523, 1524 (1988). Thus, the parties' tentative agreement in August 2014 regarding a grievance and arbitration process did not become operative until

[2] The General Counsel's reliance on instances in which guards were not disciplined for prior security breaches is misplaced. In none of those instances was the breach undetected by the guard in question, as was the case with Schneider, Klabunde and Marinez.

September 1, 2015, months after the discharges at issue in this case. Thus, contrary to Respondent's contentions, the tentative agreements of August 2014 have no bearing on this case. There was no grievance procedure in place for the Union to pursue. Moreover, Counsel Holt's letter of April 29, 2015 presented the Union with a fait accompli. It indicated that Respondent had no intention of rescinding or reducing the discharges of the 3 guards under any circumstances.

Conclusions of Law

1. Respondent violated Section 8(a)(5) and (1) of the Act in refusing and/or failing to bargain with the Union over the discharges of Security Guards Schneider, Klabunde and Marinez.

2. Respondent violated Section 8(a)(5) and (1) of the Act in unilaterally changing its discipline policy in discharging Security Guards Schneider, Klabunde and Marinez for a first time security breach.

Remedy

Having found that Respondent has engaged in certain unfair labor practices, it is ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, by unilaterally changing its progressive discipline policy in violation of Section 8(a)(5) and (1) of the Act, Respondent shall rescind this unilateral change and restore the status quo ante until such time as the parties are able to resolve the discharges through the collective bargaining process.

Respondent is also ordered to reinstate officers Schneider, Klabunde and Marinez to their former positions, or if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. Further Respondent is order to make these employees whole for any loss of earnings and other benefits suffered as a result of Respondent's unlawful conduct, with interest, *Heartland Human Services,* 360 NLRB No. 101 (2014).

Backpay shall be computed in accordance with *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center,* 356 NLRB No. 8 (2010).

Respondent shall reimburse the discriminatees in amounts equal to the difference in taxes owed upon receipt of a lump-sum backpay award and taxes that would have been owed had there been no discrimination. Respondent shall also take whatever steps are necessary to insure that the Social Security Administration credits the discriminatees' backpay to the proper quarters on their Social Security earnings records.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[3]

Order

The Respondent, Security Walls, LLC, its officers, agents, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with the International Union, Security, Police and Fire Professionals of America (SPFPA) as the exclusive collective bargaining representative of all full time and regular part-time security officers employed by the company at the Internal Revenue Service Center and affiliated buildings in Austin, County of Travis, Texas.

(b) In any like or related manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Rescind the application of its new discipline and discharge rule through the date of the parties' collective bargaining agreement that went into effect of September 1, 2015.

(b) Offer unit employees Jason Schneider, John Klabunde and Christopher Marinez full reinstatement to their former positions, or if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(c) Make Jason Schneider, John Klabunde and Christopher Marinez whole for any loss of earnings and other benefits suffered as a result of the unlawful discipline, in the manner set forth in the remedy section of the decision.

(d) Compensate Jason Schneider, John Klabunde and Christopher Marinez for any adverse tax consequences of receiving their backpay in one lump sum, and file a report with the Social Security Administration allocating the employees' backpay awards to the appropriate calendar quarters for each employee.

(e) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharges, and within 3 days thereafter notify Jason Schneider, John Klabunde and Christopher Marinez in writing that this has been done and that the discharges will not be used against them in any way.

[3] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(g) Within 14 days after service by the Region, post at its Austin, Texas. facilities copies of the attached notice marked "Appendix."[4] Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 28, 2015.

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., January 21, 2016.

Arthur J. Amchan
Administrative Law Judge

4 If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT fail or refuse to bargain in good faith with the International Union, Security, Police and Fire Professionals of America (SPFPA) about disciplinary matters.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer Jason Schneider, John Klabunde and Christopher Marinez full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Jason Schneider, John Klabunde and Christopher Marinez whole for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest compounded daily.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful discharges Jason Schneider, John Klabunde and Christopher Marinez.

WE WILL, within 3 days thereafter, notify Jason Schneider, John Klabunde and Christopher Marinez in writing that this has been done and that the discharges and suspension will not be used against them in any way.

SECURITY WALLS, LLC

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

819 Taylor Street, Room 8A24, Fort Worth, TX 76102-6178

(817) 978-2921, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/16-CA-152423 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (817) 978-2925.

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